TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crashed Toys, L.L.C.		05/03/2013	LIMITED LIABILITY COMPANY: IOWA
QCSA Holdings, LLC		05/03/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as administrative agent
Street Address:	445 S. Figueroa Street, 13th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3672697	CRASHEDTOYS.COM
Registration Number:	4174483	QCSA DIRECT
Registration Number:	2631202	WWW.CRASHEDTOYS.COM
Serial Number:	85879832	CARS WITH HEART

CH $115.00 3672697

CORRESPONDENCE DATA

Fax Number: 3125774565

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214125-38
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	05/06/2013

Total Attachments: 11
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif
source=Trademark Security Agreement#page10.tif
source=Trademark Security Agreement#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 3, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of U.S. Bank National Association ("U.S. Bank"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May13, 2010, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among QCSA Holdings, Inc., a Delaware corporation (the "Borrower"), QCSA Group, LLC, a Delaware limited liability company, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of May 13, 2010, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations of the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make or continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

TRADEMARK
REEL: 005021 FRAME: 0738

(a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing; (iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other violation thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other violation thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other violation thereof, other than, in each case, with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security

TRADEMARK
REEL: 005021 FRAME: 0739

Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any conflict between the provisions of this Intellectual Property Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without reference to conflicts of law provisions.

[SIGNATURE PAGES FOLLOW]

TRADEMARK
REEL: 005021 FRAME: 0740

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

QCSA HOLDINGS, INC., a Delaware corporation

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

QCSA OF HAMMOND, LLC, an Indiana limited liability company

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

QCSA/MADISON LLC, an Illinois limited liability company

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

QUAD CITY SALVAGE AUCTION, INC., an Iowa corporation

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

QCSA/SPRINGFIELD, INC., an Illinois corporation

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

TRADEMARK
REEL: 005021 FRAME: 0741

QCSA/ELGIN, INC., an Illinois corporation

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

QCSA OF INDIANA LLC, an Indiana limited liability company

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

QCSA EQUIPMENT, INC., a Iowa corporation

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

SALVAGE WHOLESALE AUCTION NETWORK, L.L.C., an Iowa limited liability company

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

SALVAGE DIRECT, INC., a Pennsylvania corporation

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

STORAGE DIRECT, LLC, a Pennsylvania limited liability company

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

CRASHED TOYS L.L.C., an Iowa limited liability company

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

QCSA MINNESOTA, LLC, a Minnesota limited liability company

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

QCSA CHARITY, LLC, a Delaware limited liability company

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

DESERT VIEW AUTO REPO, INC., a California corporation

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

CALIFORNIA TOWING & STORAGE, LLC, a California limited liability company

By: _____
Name: John Lindle
Title: Chief Executive Officer and President

ACCEPTED AND AGREED as of the date first above written:
U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Karen Boyer
Title: Vice President

SCHEDULE IA
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED COPYRIGHTS

B. COPYRIGHT APPLICATIONS

TRADEMARK
REEL: 005021 FRAME: 0746

SCHEDULE IB
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED PATENTS

B. PATENT APPLICATIONS

TRADEMARK
REEL: 005021 FRAME: 0747

SCHEDULE IC
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

Owner	Trademark	Registration Number	Registration Date
Crashed Toys, LLC	CRASHED TOYS LLC	3672697	8/25/2009
QCSA Holdings, LLC	QCSA DIRECT	4174483	07/17/2012
Crashed Toys, LLC	WWW.CRASHEDTOYS.COM	2631202	10/08/2002

B. TRADEMARK APPLICATIONS

Owner	Trademark	Application Number	Application Date
QCSA Holdings, Inc.	CARS WITH HEART	85/879832	3/19/2013